# INDIA NON JUDICIAL

## Government of Karnataka

### e-Stamp

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| Certificate No. | : | IN-KA03841554409929Q |
| Certificate Issued Date | : | 26-Feb-2018 10:09 AM |
| Account Reference | : | NONACC (FI)/ kaksfcl08/ BANGALORE5/ KA-BA |
| Unique Doc. Reference | : | SUBIN-KAKAKSFCL0856775999578490Q |
| Purchased by | : | NAGESH S SHRUSTI SAMUPADHA |
| Description of Document | : | Article 12 Bond |
| Description | : | AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | EXECUTIVE ENGINEER PROJECT DASARAHALLI |
| Second Party | : | NAGESH S SHRUSTI SAMUPADHA |
| Stamp Duty Paid By | : | NAGESH S SHRUSTI SAMUPADHA |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

SPANDANA CREDIT SOUHARDA SAHAKARI NIYAMITHA

Please write or type below this line

*BRUHAT BANGALORE MAHANAGARA PALIKE*

Sanctioned,
Est Cost Rs. 15,00,000/-

Agreement No. 52/17-18
Job Code NO. 013-18-000071.

This agreement is executed on this 24th day of February 2018 between the Bruhat Bangalore Mahanagara Palike represented by the Executive Engineer (Project) Division, Dasarahalli Zone, BBMP Bangalore-560 073, here is after called " The Employer " of the one part Sri. Nagesh.S (Shrusti Samupadha Constructions), No. 19, 1st floor, 6th cross, SRS Road, 4th Phase, Peenya, Bangalore – 560058 (herein after called " the Contractor " of the other part.)

Whereas the employer is desirous that the contractor execute the work of : Improvements to Ashwathkatte Near Govt School Mallasadra ward No.13, Shyttihalli sub division. Est. Cost: 15,00,000-00. *Indent No.28085* for work has been Administrative & Technical sanction is accorded

Page ...2

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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By the Executive Engineer (Project Division) Dasarahalli Zone.--Vide No. BBMP/EE/PD/AS/36/17-18, Dated: 15/12/2017 and Vide No. BBMP/EE/PD/TS/02/17-18, Dated: 20-12-2017. Tender for the above work was invited vide tender notification No. BBMP/EE/PD/TEN/10/2017-18, Dated:22-12-2017 and the Employer has accepted the Tender by the Competent Authority for the execution and completion of such works and the remedying of any defects there in at a contract price of Rs. 13,87,225.28/- (Rupees Thirteen Lakhs Eight Seven Thousand Two Hundred and Twenty Five Only) which works out at Sanctioned rates the CSR 2016-17 Rates and for 5% Security Deposit Rs. 70,000/-. Vide. FDR No. 4091912 Dated:21-02-2018 From SVC Bank, Hesaraghatta Branch, Bangalore.

*NOW THIS AGREEMENT WITNESSETH as follows:-*

1. In This Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defect therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
4. The Contractor shall in all respect complete the work within 90 Days from the date of entrustment of the work including monsoon period.
5. The contractor shall be responsible for pay compensation to his workmen payable under the workmen's compensation Act 1923 for injuries if any (Good for bid) caused to the workmen or vehicles or other property during the execution of the work and also the liability that may arise under the law.
6. The contractor shall complete the work to the satisfaction of the Mahanagara Palike and shall rectify the defects within the guarantee period of one year without any interest thereon .
7. The contractor has agreed with corporation for deduction of any amount which may occur with respect to the Audit objections which may arise during the annual audit.
8. The Contractor should produce the QC certificate of the material / furnished item at every stages to the implementing officer as per the relevant guidelines / standards (before/during/after) for the items executed as directed by Engineer in charge.
9. The following documents shall be deemed to form and be read and construed as part of the Agreement, viz.,
    1. Letter of Acceptance.
    2. Notice to proceed with the works
    3. Contractor's Tender
    4. Contract Data
    5. Conditions of contract (including special conditions of Contract)
    6. Specifications
    7. Drawings
    8. Bill of Quantities and
    9. Any other document listed in the contract Data as forming part of the contract.

IN WITNESS WHERE OF the parties there to have caused this Agreement to be executed the day and year first before written .

*WITNESSES:*

1.

2.

*CONTRACTOR*

Executive Engineer,
Project Division,
Dasarahalli Zone,
Bruhath Bangalore Mahanagara Palike

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